

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Media Recovery of Delaware, Inc.		01/31/2007	CORPORATION: DELAWARE
Media Recovery, Inc.		01/31/2007	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1717 Main Street
Internal Address:	Floor 3
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	N.A.:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1101993	SHOCKWATCH
Registration Number:	1390651	TILTWATCH
Registration Number:	1796896	HEAT WATCH
Registration Number:	1877583	SPACE BRACE
Registration Number:	2124195	DATARANGER
Registration Number:	2652487	HEATWATCH
Registration Number:	2791290	SHOCKSWITCH
Registration Number:	2899500	TIER-55
Serial Number:	78723703	EQUIPMANAGER
Serial Number:	78865821	SHOCKWATCH USAGE MANAGER
Serial Number:	78865832	SHOCKWATCH IMPACT MANAGER

CORRESPONDENCE DATA

900089406

**TRADEMARK
 REEL: 003640 FRAME: 0398**

OP \$290.00 1101993

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Darren W. Collins
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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	020177.0102
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	10/15/2007

Total Attachments: 8

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**FIRST AMENDMENT TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), executed to be effective as of January 31, 2007, is by and among Media Recovery of Delaware, Inc., a Delaware corporation, ("Grantor"), Media Recovery, Inc., a Nevada corporation ("New Grantor") and JPMorgan Chase Bank, N.A. ("Agent").

RECITALS

A. Grantor, New Grantor, Texas MRI, L.P. and Grantee (as successor by merger to Bank One, Texas, N.A.) are parties to that certain Security Agreement dated November 6, 1997 as may be amended and in effect from time to time hereafter, the "Security Agreement").

B. Grantor and Grantee entered into that certain Trademark Security Agreement, dated as of November 6, 1997 (the "Agreement") pursuant to which Grantor granted to Grantee, a security interest in, among other things, all right, title and interest of Grantor in, to and under all now owned or hereafter acquired trademarks, and all proceeds thereof, to secure the payment of all Indebtedness (as defined in the Security Agreement).

C. Lender requires that New Grantor become party to the Agreement.

D. Grantor, New Grantor and Grantee desire to amend the Agreement as herein set forth.

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

**ARTICLE I
Definitions**

Section 1.01. Definitions. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meaning as in the Agreement, as amended hereby.

**ARTICLE II
Amendments**

Section 2.01. Amendment to Schedule 1. Effective as of the date hereof, all references in the Agreement to Schedule 1, which is the Schedule of Trademarks, shall be deemed references to Schedule 1 attached to this Amendment.

**ARTICLE III
Joinder**

Section 3.01. Grantor Definition. All references to the term "Grantor" in the Agreement shall be deemed to mean Grantor and New Grantors as defined in this Amendment.

Section 3.02. Joinder. New Grantor hereby acknowledges, agrees and confirms that, by execution of this Amendment, it will, as if it had executed the Agreement, be and have all of the obligations of a Grantor (as defined in the Agreement) for all purposes of the Agreement and this Amendment. As of the date hereof, New Grantor hereby ratifies and agrees to be bound by all of the terms, provisions and conditions contained in the Agreement.

**ARTICLE IV
Ratifications**

Section 4.01. Ratifications. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and except as expressly modified and superseded by this Amendment, the terms and provisions of the Agreement are ratified and confirmed and shall continue in full force and effect. Grantor and Grantee agree that the Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

**ARTICLE V
Miscellaneous**

Section 5.01. Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

SECTION 5.02. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

Section 5.03. FINAL AGREEMENT. THE AGREEMENT, AS AMENDED HEREBY REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Executed on the date first written above, to be effective as of the respective date specified above.

GRANTOR:

MEDIA RECOVERY OF DELAWARE, INC.

By: 

Name: Gerard Smith

Title: President and CEO

NEW GRANTOR:

MEDIA RECOVERY, INC.

By: 

Name: Gerard Smith

Title: President and CEO

Acknowledged:

GRANTEE:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

Executed on the date first written above, to be effective as of the respective date specified above.

GRANTOR:

MEDIA RECOVERY OF DELAWARE, INC.

By: _____
Name: _____
Title: _____

NEW GRANTOR:

MEDIA RECOVERY, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

GRANTEE:

JPMORGAN CHASE BANK, N.A.

By: Burton C. French
Name: Burton C French
Title: SVP

SCHEDULE I
TO FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations	
Registration No.	Mark
1,101,993	SHOCKWATCH
1,390,651	TILTWATCH
1,796,896	HEATWATCH
1,877,583	SPACE BRACE
2,124,195	DATARANGER
2,652,487	HEATWATCH
2,791,290	SHOCKSWITCH
2,899,500	TIER-55

U.S. Trademark Applications	
Serial No.	Mark
78/723,703	EQUIPMANAGER
78/865,821	SHOCKWATCH USAGE MANAGER
78/865,832	SHOCKWATCH IMPACT MANAGER

Foreign Trademark Registrations		
Country	Registration No. (Serial No.)	Mark
Argentina	1,665,189	SHOCKWATCH
Australia	674514	SHOCKWATCH
Brazil	819787094	SHOCKWATCH
China (English)	1,513,984	SHOCKWATCH
China	3857806	SHOCKWATCH (Chinese)
Equador	77009	SHOCKWATCH
France	1,096,297	SHOCKWATCH
Hong Kong	300045431	SHOCKWATCH
Italy	368,1309	SHOCKWATCH
Japan	1,827,097	SHOCKWATCH
Macao	N/013082	SHOCKWATCH
Mexico	539,431	SHOCKWATCH
Taiwan	01110737	SHOCKWATCH
Taiwan	01125188	SHOCKWATCH (Chinese)
United Kingdom	B1.111.487	SHOCKWATCH
China	1,513,985	TILTWATCH

Foreign Trademark Registrations		
Country	Registration No. (Serial No.)	Mark
China	3818878	TILTWATCH
Hong Kong	300045440	TILTWATCH
Macao	N/013083	TILTWATCH
Taiwan	0110738	TILTWATCH
Taiwan	01125187	TILTWATCH
China	3818879	SHOCKSHOWER
China	3818880	TILTSHOWER
China	1,530,144	MAG 2000

Foreign Trademark Applications		
Country	Application No. (Serial No.)	Mark
Argentina	2681549	SHOCKWATCH
Brazil	828378805	SHOCKWATCH
India	1463807	SHOCKWATCH
Indonesia	D00.2006.020763	SHOCKWATCH
Malaysia	06010896	SHOCKWATCH
Philippines	4-2006-008439	SHOCKWATCH

Russia	2006710970	SHOCKWATCH
South Korea	2006-33941	SHOCKWATCH
Singapore	T06/12491A	SHOCKWATCH
Thailand	631109	SHOCKWATCH
Vietnam	4-2006-10073	SHOCKWATCH
Argentina	2681548	TILTWATCH
Brazil	828378813	TILTWATCH
China	3857807	TILTWATCH (Chinese)
India	1463806	TILTWATCH
Indonesia		TILTWATCH
Malaysia		TILTWATCH
Philippines	4-2006-008440	TILTWATCH
Russia	2006710972	TILTWATCH
South Korea	2006-33942	TILTWATCH
Singapore		TILTWATCH
Thailand		TILTWATCH
Vietnam	4-2006-10074	TILTWATCH
India		TILTWATCH (trade dress)